of Texas Permian Basin, then earning his doctorate in higher education from Baylor University. In 2007, Dr. Williams returned to the Permian Basin to serve as president of Odessa College.

His impressive career has garnered local, State, and national attention. As both the chairman of the Texas Association of Community Colleges and as a member of the board of directors and the executive board of the American Association of Community Colleges, he continuously dedicates his time for the advocacy of community colleges and underrepresented communities.

Thanks to Dr. Williams' stewardship, Odessa College has become one of the most impactful educational institutions in the Nation. Not only did his leadership earn Odessa College national recognition as a top-ranked community college, but his tenure as president saw enrollment increase by 35 percent and the number of degrees awarded by an incredible 197 percent.

I thank my colleague from Illinois for also representing the achievements of Dr. Williams. He is a fierce advocate of community colleges. I speak for the entire community in sincerely thanking Dr. Williams for his commitment to the Permian Basin and to higher education.

ENDING MASK MANDATES ON PUBLIC TRANSPORTATION

(Mr. HUIZENGA asked and was given permission to address the House for 1 minute and to revise and extend his remarks.)

Mr. HUIZENGA. Madam Speaker, I rise today to demand a vote on H.J. Res. 72, a Congressional Review Act resolution that would end the CDC's mask mandate for airlines, trains, buses, and other public transportation hubs.

Tuesday night, the Senate voted in a rare bipartisan manner to end these mandates in what even CNN called a ''bipartisan rebuke of Biden administration policy.''

States and cities, big and small, across the country have ended or are in the process of ending their mask mandates at schools, basketball games, and even crowded restaurants.

Thousands of fans will pack arenas in the coming days to cheer on their teams during March Madness. At these games, they rightly won't be required to wear a mask. But as soon as they step onto a plane, a bus, a train, or even a metro, unelected bureaucrats, at the direction of President Biden, have decreed that masks must be put on and must be worn.

It is past time for this unscientific mask mandate to end. I am calling on Speaker PELOSI to hold a vote on repealing this mask mandate. Americans want their lives back, and it is time to vote.

FOCUS ON AMERICA FIRST

(Mrs. GREENE of Georgia asked and was given permission to address the House for 1 minute.)

Mrs. GREENE of Georgia. Madam Speaker, I rise today to address the House to discuss why we need to focus on our country first. We are seeing rapidly rising inflation. It is completely out of control.

While here in Congress and in the Washington bubble, which is disconnected with the rest of America, all we are hearing is potential war with Russia over the country of Ukraine. Ukraine is not a NATO member ally, and President Biden had told them that we would be only standing with our NATO member allies.

All we are hearing on the news is Ukraine. Yet, here in America, what real Americans care about are gas prices they can't afford, inflation that goes up and up to where grocery bills are unaffordable, and they are very concerned about our out-of-control, open border.

Crime is out of control, yet Washington is completely disconnected and seems to care more about sending our sons and daughters to a potential war where they do not belong.

I urge my colleagues here in Congress, instead of working on a future COVID bill, spending billions of dollars on COVID that doesn't exist, let's care about our border and let's care about working to have energy independence to lower gas prices for Americans.

CONGRATULATING THE BELLARMINE KNIGHTS

(Mr. YARMUTH asked and was given permission to address the House for 1 minute.)

Mr. YARMUTH. Madam Speaker, I rise to honor the best college basketball team not in a bracket this weekend. The Bellarmine Knights did what no team has done before, winning a Division I championship just 2 years removed from Division II, a title that should come with a big dance invitation.

Instead, this Cinderella story was cut short by an NCAA which, as it often does, played wicked stepmother, upholding a bizarre rule preventing teams elevating too quickly from Division II to championship contender.

Who they think they are serving, I don't know, but they cannot take away the Knights' extraordinary achievements or the pride they brought their school and hometown. They entered the season as afterthoughts and finished as ASUN champions and just the tenth team since 2007 to win 20 games against a top-5 schedule.

This incredible feat for the players is a triumph for Coach Scotty Davenport, who has won championships in Louisville for 35 years at every level and seems like he could for 35 more.

Scotty noted that each season ends with just two teams left standing, the NCAA and NIT champs. This year, the season ends with three. Please join me in honoring the Bellarmine Knights, the first NCAA team to finish this basketball season as champions.

□ 1215

FORCED ARBITRATION INJUSTICE REPEAL ACT OF 2022

Mr. NADLER. Madam Speaker, pursuant to House Resolution 979, I call up the bill (H.R. 963) to amend title 9 of the United States Code with respect to arbitration, and ask for its immediate consideration in the House.

The Clerk read the title of the bill.

The SPEAKER pro tempore. Pursuant to House Resolution 979, in lieu of the amendment in the nature of a substitute recommended by the Committee on the Judiciary printed in the bill, an amendment in the nature of a substitute consisting of the text of Rules Committee Print 117–34 is adopted and the bill, as amended, is considered read.

The text of the bill, as amended, is as follows:

H.R. 963

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''Forced Arbitration Injustice Repeal Act of 2022'' or the ''FAIR Act of 2022''.

SEC. 2. PURPOSES.

The purposes of this Act are to—

(1) prohibit predispute arbitration agreements that force arbitration of future employment, consumer, antitrust, or civil rights disputes; and

(2) prohibit agreements and practices that interfere with the right of individuals, workers, and small businesses to participate in a joint, class, or collective action related to an employment, consumer, antitrust, or civil rights dispute.

SEC. 3. ARBITRATION OF EMPLOYMENT, CONSUMER, ANTITRUST, AND CIVIL RIGHTS DISPUTES.

(a) IN GENERAL.—Title 9 of the United States Code is amended by adding at the end the following:

''CHAPTER 5—ARBITRATION OF EMPLOYMENT, CONSUMER, ANTITRUST, AND CIVIL RIGHTS DISPUTES

''§ 501. Definitions

''In this chapter—

''(1) the term 'antitrust dispute' means a dispute—

''(A) arising from an alleged violation of the antitrust laws (as defined in subsection (a) of the first section of the Clayton Act) or State antitrust laws; and

''(B) in which the plaintiffs seek certification as a class under rule 23 of the Federal Rules of Civil Procedure or a comparable rule or provision of State law;

''(2) the term 'civil rights dispute' means a dispute—

''(A) arising from an alleged violation of—

''(i) the Constitution of the United States or the constitution of a State;

''(ii) any Federal, State, or local law that prohibits discrimination on the basis of race, sex, age, gender identity, sexual orientation, disability, religion, national origin, or any legally protected status in education, employment, credit, housing, public accommodations and facilities, voting, veterans or servicemembers, health care, or a program funded or conducted by the Federal Government or State government, including any law referred to or described in section 62(e) of the Internal Revenue Code of 1986, including parts of such law not explicitly referenced in such section but that relate to protecting individuals on any such basis; and

''(B) in which at least one party alleging a violation described in subparagraph (A) is one or more individuals (or their authorized representative), including one or more individuals seeking certification as a class under rule 23 of the Federal Rules of Civil Procedure or a comparable rule or provision of State law;

''(3) the term 'consumer dispute' means a dispute between—

''(A) one or more individuals who seek or acquire real or personal property, services (including services related to digital technology), securities or other investments, money, or credit for personal, family, or household purposes including an individual or individuals who seek certification as a class under rule 23 of the Federal Rules of Civil Procedure or a comparable rule or provision of State law; and

''(B)(i) the seller or provider of such property, services, securities or other investments, money, or credit; or

''(ii) a third party involved in the selling, providing of, payment for, receipt or use of information about, or other relationship to any such property, services, securities or other investments, money, or credit;

''(4) the term 'employment dispute' means a dispute between one or more individuals (or their authorized representative) and a person arising out of or related to the work relationship or prospective work relationship between them, including a dispute regarding the terms of or payment for, advertising of, recruiting for, referring of, arranging for, or discipline or discharge in connection with, such work, regardless of whether the individual is or would be classified as an employee or an independent contractor with respect to such work, and including a dispute arising under any law referred to or described in section 62(e) of the Internal Revenue Code of 1986, including parts of such law not explicitly referenced in such section but that relate to protecting individuals on any such basis, and including a dispute in which an individual or individuals seek certification as a class under rule 23 of the Federal Rules of Civil Procedure or as a collective action under section 16(b) of the Fair Labor Standards Act, or a comparable rule or provision of State law;

''(5) the term 'predispute arbitration agreement' means an agreement to arbitrate a dispute that has not yet arisen at the time of the making of the agreement; and

''(6) the term 'predispute joint-action waiver' means an agreement, whether or not part of a predispute arbitration agreement, that would prohibit, or waive the right of, one of the parties to the agreement to participate in a joint, class, or collective action in a judicial, arbitral, administrative, or other forum, concerning a dispute that has not yet arisen at the time of the making of the agreement.

''§ 502. No validity or enforceability

''(a) IN GENERAL.—Notwithstanding any other provision of this title, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to an employment dispute, consumer dispute, antitrust dispute, or civil rights dispute.

''(b) APPLICABILITY.—

''(1) IN GENERAL.—An issue as to whether this chapter applies with respect to a dispute shall be determined under Federal law. The applicability of this chapter to an agreement to arbitrate and the validity and enforceability of an agreement to which this chapter applies shall be determined by a court, rather than an arbitrator, irrespective of whether the party resisting arbitration challenges the arbitration agreement specifically or in conjunction with other terms of the contract containing such agreement, and irrespective of whether the agreement purports to delegate such determinations to an arbitrator.

''(2) COLLECTIVE BARGAINING AGREEMENTS.—Nothing in this chapter shall apply to any arbitration provision in a contract between an employer and a labor organization or between labor organizations, except that no such arbitration provision shall have the effect of waiving the right of a worker to seek judicial enforcement of a right arising under a provision of the Constitution of the United States, a State constitution, or a Federal or State statute, or public policy arising therefrom.''.

(b) TECHNICAL AND CONFORMING AMENDMENTS.—

(1) IN GENERAL.—Title 9 of the United States Code is amended—

(A) in section 1 by striking ''of seamen,'' and all that follows through ''interstate commerce'' and inserting in its place ''of individuals, regardless of whether such individuals are designated as employees or independent contractors for other purposes'';

(B) in section 2 by striking ''chapter 4'' and inserting ''chapter 4 or 5'';

(C) in section 208 by striking ''chapter 4'' and inserting ''chapter 4 or 5''; and

(D) in section 307 by striking ''chapter 4'' and inserting ''chapter 4 or 5''.

(2) TABLE OF CHAPTERS.—The table of chapters of title 9 of the United States Code is amended by adding at the end the following:

''5. Arbitration of Employment, Consumer, Antitrust, and Civil Rights Disputes ..... 501''.

SEC. 4. EFFECTIVE DATE.

This Act, and the amendments made by this act, shall take effect on the date of enactment of this Act and shall apply with respect to any dispute or claim that arises or accrues on or after such date.

SEC. 5. RULE OF CONSTRUCTION.

Nothing in this Act, or the amendments made by this Act, shall be construed to prohibit the use of arbitration on a voluntary basis after the dispute arises.

The SPEAKER pro tempore. The bill, as amended, shall be debatable for 1 hour, equally divided and controlled by the chair and ranking minority member of the Committee on the Judiciary or their respective designees.

After 1 hour of debate, it shall be in order to consider the further amendment printed in House Report 117–273, if offered by the Member designated in the report, which shall be considered read, shall be separately debatable for the same time specified in the report equally divided and controlled by the proponent and an opponent, and shall not be subject to a demand for a division of the question.

The gentleman from New York (Mr. NADLER) and the gentleman from North Carolina (Mr. BISHOP) each will control 30 minutes.

The Chair recognizes the gentleman from New York.

GENERAL LEAVE

Mr. NADLER. Madam Speaker, I ask unanimous consent that all Members may have 5 legislative days in which to revise and extend their remarks and insert extraneous material on H.R. 963.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from New York?

There was no objection.

Mr. NADLER. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, H.R. 963, the Forced Arbitration Injustice Repeal Act, or the FAIR Act, is critical legislation that would restore access to justice for millions of Americans who are currently locked out of the court system and are forced to settle their disputes against companies in a private system of arbitration that is often skewed in the company's favor over the individual.

Private arbitration has been transformed, by 40 years of reckless Supreme Court decisions, from a voluntary forum for companies to resolve commercial disputes into a legal nightmare for millions of consumers, employees, and others who are forced into arbitration and are unable to enforce certain fundamental rights in court.

By burying a forced arbitration clause deep in the fine print of take-it-or-leave-it consumer and employment contracts, companies can evade the court system, where plaintiffs have far greater legal protections, and hide wrongdoing behind a one-sided process that is tilted in their favor.

For example, arbitration generally limits discovery; does not adhere to the Federal Rules of Civil Procedure; can prohibit class actions, which it almost always does; and deny the right of appeal. Worse yet, arbitration allows the proceedings, and often even the results, to stay secret, thereby permitting companies to avoid public scrutiny of potential misconduct.

For millions of workers and consumers, the precondition, whether they know it or not, of obtaining a basic service or product, such as a bank account, a cell phone, a credit card, or even a job, is that they must sign a nonnegotiable contract that includes a provision requiring all disputes to be resolved in private arbitration.

These take-it-or-leave-it contracts, which were once clearly disfavored under the law, now seem to have been blessed by the Supreme Court as standard operating procedure in the corporate world.

That means for millions of people, the ability to enforce consumer, labor, antitrust, and civil rights laws are subject to the whims of a private arbitrator, often selected by the companies themselves.

These private arbitrators are not required to provide plaintiffs any of the fundamental protections guaranteed in the courts, and their further employment can depend on building a good reputation with the companies that hire them. Unsurprisingly, arbitration has become a virtual get-out-of-jail-free card many companies use to circumvent the basic rights of consumers and workers.

The FAIR Act reverses this disastrous trend by prohibiting the enforcement of forced arbitration clauses in consumer, labor, antitrust, and civil rights disputes.

Importantly, this legislation does not preclude both parties from agreeing to arbitrate a claim after a dispute arises. It does, however, protect unsuspecting consumers and employees from being forced to give up their right to seek justice in court.

Last month, Congress came together in a bipartisan fashion to prohibit forced arbitration clauses in suits concerning sexual harassment and sexual assault. Watching that legislation be signed into law was a proud moment for many of us in this Chamber. This bill simply extends the same basic fairness in that bill to other workers and consumers.

That bipartisan bill, which gathered, as I recall, about 130 Republican votes, is exactly the same as this bill, only limited in its application.

Every argument for that bill is an argument for this bill. This bill simply extends the same basic fairness in that bill, as I said, to other workers and consumers.

I thank the gentleman from Georgia (Mr. JOHNSON) for his leadership on this bill.

Madam Speaker, I urge my colleagues to support this vital legislation, and I reserve the balance of my time.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

I rise in opposition to H.R. 963. There is nothing fair about the FAIR Act. The bill would undermine Americans' freedom to contract; burden the judicial system, both Federal and in all States in the country; and restrict access to justice.

This bill would ban arbitration agreements across nearly all contracts. It outlaws arbitration agreements in employment disputes, consumer disputes, antitrust disputes, and civil rights disputes. It outlaws arbitration agreements with respect to not only big, huge corporations but the most humble businesses and parties in the country, those that I served in my law practice.

Democrats propose that arbitration is bad for Americans, but it has been a fixture of our legal landscape for almost 100 years. They claim that arbitration is forced. Both of their claims are wrong.

Arbitration has many benefits. It is more efficient and faster than going to court. The rules are not nearly as arcane. Injured parties get their relief sooner, and they spend less money along the way.

Plaintiffs in employment and consumer disputes, according to studies, actually win more in arbitration than they do in court. They get more money in arbitration. They win more often in arbitration.

Democrats know that arbitration has plenty of benefits. How do you know this? Because in this very bill, Democrats have carved out their union friends from the mandates of this bill.

In other words, if the bill becomes law, powerful unions, and no one else, can still use these valuable agreements vis-a-vis individuals.

This carve-out also tells us that Democrats know there is no such thing as forced arbitration. Agreements that are truly forced are already illegal under existing law in every State in the country.

People are no more forced to agree to an arbitration provision than they are to agree to any other provision of a contract. The bill, instead, bans private parties from knowingly and willingly agreeing on a process to resolve future disputes. It tells Americans, no matter how informed or sophisticated they may be, that they can't be trusted to manage their own relationships by agreeing in advance to the means of resolution to be used in the event of a dispute.

Our Democrat colleagues seem to believe that Americans can't be trusted to think for themselves. Big Government needs to tell them what to do. Their freedom to contract should be restricted by the wisdom from Washington.

Democrats argue that this bill is no big deal because parties can still decide to use arbitration after a dispute arises, but that never happens in practice for much the same reason that many disputes go to court and are resolved outside of a jury. About 1 to 2 percent actually go all the way.

The decision to get into a lawsuit is not always purely rational, taken from all points of view, and is often affected by tempers that are different once the dispute has arisen than when the parties are considering a position of cool judgment in advance.

Their incentives change after a dispute has arisen, and people will pick a strategy to resolve that dispute at that time. They won't necessarily be looking for a process, then, that is good for both parties for many reasons.

When you are immersed in a dispute, there is also a greater chance that a lawyer that you may have retained would have an incentive to direct you in the direction of litigation rather than arbitration, and those incentives certainly won't necessarily be consistent with a faster and cheaper alternative.

Rather than helping the little guy stand up to big companies, this bill would take the option to arbitrate off the table for everybody and put more money in the pockets of trial lawyers, most especially plaintiffs' class action trial lawyers.

The bill would force more people into court. They will pay more and possibly recover less. But it would also force some people out of the justice system altogether.

Some people will be unable to pay for an expensive lawsuit, or they may have a claim so small that it is only practicable for them to bring it themselves, which arbitration facilitates.

Let's be clear, too. The surge in new lawsuits hurts employment. It hurts businesses and keeps them from being able to afford to hire more people. It will raise their costs at the worst possible time, when they are already dealing with supply chain problems and record inflation caused by failed Democrat policies, and not only by prohibiting the use of arbitration going forward but by retroactively eliminating it, rendering it null and void in millions of contracts already outstanding right now, at this point in the life of our Nation, when we have 8 percent inflation, another constraint on the supply chain imposed by Democrat policies.

Everyone should be sounding the alarm on this blatant overreach. At the end of the day, this bill curries favor with the plaintiffs' bar and union bosses, and it does so at the expense of hardworking Americans and small businesses, especially.

For these reasons, I urge my colleagues to oppose H.R. 963, and I reserve the balance of my time.

□ 1230

Mr. NADLER. Madam Speaker, I yield myself such time as I may consume.

I want to correct something Mr. BISHOP said. This bill does not ban arbitration. It bans forced arbitration. It bans the practice or the enforceability of the practice of having a provision in a contract that you sign to buy anything or an employment contract where you are forced, that is there and that if you try to change it, they won't sell you the car, they won't sell you the cell phone, they won't hire you, so you have no choice, and that forced arbitration removes the constitutional right to a trial by jury.

Madam Speaker, I yield 2 minutes to the gentleman from Tennessee (Mr. COHEN), a member of the Judiciary Committee.

Mr. COHEN. Madam Speaker, this morning I went to a breakfast where I heard the thoughts of Miss Sheila Bair. Miss Bair is a Republican. She describes herself as a Midwest Republican who worked on Senator Dole's staff for 8 years. She is a former assistant secretary of the Treasury and a former head of the FDIC under Republican Presidents.

She said specifically the problems with inflation in this country are worldwide. They are the supply chain, which is worldwide, caused by the pandemic in China and other problems. They are worldwide. So any more of this rhetoric about Biden and his problems with the supply chain, it is not Biden; it is a worldwide problem.

The same thing for the price of oil. Yesterday, in Judiciary Committee we heard someone say it is Biden's fault that the price of oil has gone up. The price of oil is a worldwide market. President Biden's actions do not affect the worldwide market. It is supply and demand. We need to not hear these canards.

And the same for this bill. This is, as Mr. NADLER said, forced arbitration. Mr. JOHNSON has been working on this for years, and I compliment him on his work and his success. This gives consumers a chance to get their cases heard and to get a rightful judgment, not be forced to take an arbitration that is almost always entirely probusiness.

This is the difference between Republicans and Democrats. Democrats look out for people, people who have had injustice done to them and look for a way to correct it and give them equity. Republicans look to business, who caused the harm, and try to defend them and keep their pockets full.

I support the bill. All American consumers would support the bill. I urge its passage.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

The distinguished chairman of the committee offered to correct me by saying that the bill only prohibits forced arbitration, said that was a correction, as if I misspoke as to facts.

Let me read from the language of the bill: ''Notwithstanding any other provision of this title, no predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable with respect to an employment dispute, consumer dispute, antitrust dispute, or civil rights dispute.''

The word ''forced'' was not in that language, Madam Speaker. It prohibits all predispute arbitration agreements and post-joint action waivers.

I yield 2 minutes to the gentleman from Florida (Mr. GAETZ).

Mr. GAETZ. Madam Speaker, I thank my gracious colleague for yielding, though we do not hold the same position on this piece of legislation.

Madam Speaker, when our fellow Americans get a cell phone contract, when they get cable, when they get internet, they are subject to forced arbitration. Virtually every single American lives under a forced arbitration provision today, and most do not know it.

Do we really think that people have the ability to go negotiate against AT&T or Comcast or in many cases big businesses that employ a great deal of Americans? Of course, they don't.

And so what that means is that we have a two-tier system of dispute resolution. Regular folks get to show up at Article III courts the taxpayers fund to resolve their disputes, and meanwhile oftentimes big business gets a concierge lane to be able to resolve matters in their favor and oftentimes to preclude the resolution of a matter at all.

Think about instances of wage theft where big businesses can take just a little bit of money and not pay their employees. Well, an individual employee would have a very hard time getting a lawyer and making a case on that, and so they need the class action tool to be able to get redress for their grievances. The forced arbitration provisions that impair so many of our fellow Americans limit that class action tool, and then people end up getting really screwed in the process.

I support the legislation. I am proud to be the Republican lead, and it is my belief that if Article III courts funded by the taxpayers are good enough for the rest of us, they ought to be good enough for big business. I thank the gentleman for his indulgence.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

I thank the gentleman from Florida, and as I suggested earlier, if the bill were a matter only of big businesses, it would be a very different bill, but just as there is no limitation to forced arbitration agreements in the language of the bill, there is no limitation to arbitration agreements entered into between little guys and big companies.

The very first appeal I ever took in a 30-year law practice in 1992 was in a case called Bennish v. North Carolina Dance Theater, in which I represented a fledgling, very-hard-pressed economically arts group in my hometown that had an employment dispute with a dancer who wanted to litigate. They had an arbitration agreement. It would have destroyed that organization financially to have to engage in extended and expensive litigation. This bill would have made the enforcement of that arbitration agreement unlawful, and it has nothing to do with big business.

Madam Speaker, I reserve the balance of my time.

Mr. NADLER. Madam Speaker, I yield 4 minutes to the gentleman from Rhode Island (Mr. CICILLINE), a member of the Judiciary Committee.

Mr. CICILLINE. Madam Speaker, I rise in strong support of H.R. 963, the FAIR Act, which prohibits the enforcement of forced arbitration clauses in consumer, employment, civil rights, and antitrust disputes.

Buried deep within the fine print of almost every contract consumers sign are clauses that deprive hardworking Americans and small businesses of their day in court when they attempt to hold corporations accountable for breaking the law.

We heard from lots of small businesses in support of this bill. No one claimed that they were required to have forced arbitration in order to remain successful. Forced arbitration protects systemic wrongdoing. Everyone is always allowed to have arbitration if they want to voluntarily once a dispute arises.

This forces people to give up their right to have their claims heard, and most Americans don't even know they have given up that right because they are forced to sign contracts, where in the fine print is a provision where you are waiving that right. When you get a phone, when you get cable, when you have internet service. This outrageous practice, as my colleague from Florida just described, is nothing short of a corporate takeover of our Nation's system of justice, and it affects almost every single American.

This private arbitration that is very expensive, that lasts a very long time also lacks the procedural safeguards of our justice system. It is not subject to oversight, it doesn't have a judge, doesn't have a jury, it is not bound by laws even passed by Congress or the States in which it occurs, but it has become a requirement of everyday life for tens of millions of consumers and workers who have to surrender their rights to hold wrongdoers accountable.

These provisions require people to give up the right to have their claims heard in a court of law and to have that remedy that will prevent the wrongdoer from continuing.

Think about someone bringing a family member or loved one into a nursing home who doesn't have the opportunity to negotiate taking out that provision because someone they love is in desperate need of care.

I will give you a real example: Someone who is defending our country; the case of Lieutenant Commander Kevin Ziober, who testified in support of the FAIR Act in the last Congress. He served in the U.S. Navy Reserves since 2008. He was activated multiple times to serve in Afghanistan and Iraq.

On the last day of his employment, they had a party for him. They had a cake in the shape of a flag; they celebrated him; and moments later he was fired. When he said to his employer, ''You can't fire me, there is a Federal statute that protects me,'' they said, ''Sorry for you, you agreed to forced arbitration. You waived away your rights in your employment contract.'' And in the fine print, sure enough, there it was.

He testified at the hearing in 2019 that his case was in arbitration 7 years later. Nothing fast about that. And sadly, he said, ''This happens every day across America, not only to servicemembers and veterans whose rights are violated, but also to working people and consumers of all backgrounds.''

The FAIR Act will ensure that what happened to Lieutenant Ziober and what happens to millions of other hardworking Americans never happens again. Let's restore justice to our justice system by getting rid of these pernicious, horrible, unfair provisions.

As I conclude, I thank Congressman JOHNSON for his extraordinary leadership. He has been fighting to try to free the hardworking Americans and consumers and people who fight for our country from the bondage of forced arbitration clauses, and finally we can do that today. Vote ''yes.'' Vote for the FAIR Act.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

We still haven't heard an explanation for why this legislation deems it appropriate to eliminate arbitration for parties of all sizes. We keep hearing about the little guy versus the massive corporation.

Even in that circumstance, of course, what we may be talking about is like the case from 2011, AT&T Mobility v. Concepcion, where the issue was people in California had bought cell phones, they had been offered a free cell phone, but it wasn't made clear that they would have to pay the sales tax. So

there was a $5 claim per purchaser, and wealthy plaintiffs' class-action lawyers wanted to bring a big lawsuit. With tens of thousands of them, they might get a $5 coupon, but the lawyers would buy a new jet.

That may be in some circumstances, even the dispute with the big guy. But leave that aside. We still don't hear any explanation for why you are wiping out arbitration as a means that parties choose, even if they are on equal bargaining power.

Madam Speaker, I yield 2 minutes to the gentleman from Wisconsin (Mr. TIFFANY).

Mr. TIFFANY. Happy St. Patrick's Day, Madam Speaker. I just want to gently correct my colleague from North Carolina when he cited 8 percent inflation. On an annualized basis, we are seeing it being measured at 10 percent here. I can understand the Representative from Tennessee's sensitivity toward Bidenflation.

Today, we are here because the Democrats want to pass legislation that insults the intelligence of Americans. According to my colleagues on the other side of the aisle, the only people sophisticated enough to enter into arbitration agreements are unions, so they have exempted them from this bill. Convenient.

This legislation prohibits predispute arbitration agreements, which are a fair, efficient, and effective way for consumers, workers, and businesses to settle disputes without costly and time-consuming litigation that mainly benefits the trial bar. This bill will also deprive Americans of an effective legal option, while costing them more time and money.

Predispute arbitration agreements exist in many employment and consumer contracts today and are enforced like any other kind of contract. Arbitration is generally fair, often leads to better outcomes for workers, and does not keep claimants from simultaneously alerting the world to bad actors. Those agreements create a win-win situation for parties to contract in advance on a process for resolving future disputes.

Courts, accordingly, uphold and enforce lawful agreements to arbitrate when disputes arise between parties, an approach consistent with the fundamental principle that arbitration is a matter of contract. This policy of individuals being free to contract has arguably long been a feature of American law. Existing law also permits courts to invalidate agreements under generally applicable contract defenses, such as fraud or duress.

Some will argue that arbitration requires confidentiality. This is not true. The parties to the agreement always have a right to disclose details of the proceeding unless they have a separate confidentiality agreement. Nor does current law typically preclude a party from disclosing information obtained in the arbitration process or any resulting award. Arbitration is usually less expensive and faster than litigation.

The SPEAKER pro tempore (Ms. WILLIAMS of Georgia). The time of the gentleman has expired.

Mr. BISHOP of North Carolina. Madam Speaker, I yield an additional 1 minute to the gentleman from Wisconsin.

Mr. TIFFANY. It normally minimizes hostility, is less disruptive of ongoing and future business dealings, and is often more flexible. This legislation does not favor the American consumer. The only ones favored are the unions and the trial bar. This is not right for Americans, and I urge my colleagues to vote ''no'' on this un-fair act.

Mr. NADLER. Madam Speaker, I yield 4 minutes to the distinguished gentleman from Georgia (Mr. JOHNSON), a member of the Judiciary Committee and a sponsor of this bill.

Mr. JOHNSON of Georgia. Madam Speaker, I thank the chairman for the time today to speak on the FAIR Act, and I ask my fellow colleagues to vote ''yes'' on this bill.

My colleagues and I on the other side of the aisle will disagree on much, but on one thing we can all agree, and that is the Constitution of the United States of America is a great document.

At the beginning of that document is the preamble, and the first 17 words of the preamble read as follows: ''We the people of the United States, in order to form a more perfect Union, establish justice,'' and then it goes on. But you can see at the very top, the ideal of the Founders was to establish justice in this country.

□ 1245

So they went about the Constitution by giving power to the legislative branch in Article I, to the executive branch in Article Number II, and to the judicial branch, the Court system, to establish justice in Article III.

And then, in the Bill of Rights, the first 10 amendments to the Constitution where the Bill of Rights for we, the people, gave us our individual rights, with the exception of Amendment 10, which gives the States all powers not reserved to the Federal Government.

So the Bill of Rights, in the Seventh Amendment to the Constitution, it guarantees the right to a jury trial, a trial by a jury of one's peers for any civil case where the amount in controversy exceeds $20 or more. That is still the law in this country. That is our Constitution.

But the Supreme Court has seen fit to erode our freedoms insofar as a right to a jury trial by allowing corporations, employers, to take away that right from people. That is forced arbitration.

Gretchen Carlson, with FOX News, when she came forward with her claims that she was fired because she resisted the demands of Roger Ailes to have sex with him, and she filed a civil rights action, she was met with the bar of a forced arbitration clause in the employment agreement that she signed.

I was so happy, Madam Speaker, to attend a bill signing ceremony a couple of weeks ago at the White House where my colleague, CHERI BUSTOS' legislation, the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act was signed into law.

We need to go further. We just heard, within the last couple of weeks, of former coach Brian Flores of the Miami Dolphins, who filed a lawsuit against the Miami Dolphins and a couple of other clubs, as well as the NFL, alleging that he had been discriminated against racially. He had been denied hiring opportunities and retention and compensation. He filed a complaint.

He is met by the NFL with an arbitration clause. If it is good enough for sexual assault and sexual harassment cases, constitutional rights, those rights, that same ability needs to enure to those who have been aggrieved by racial discrimination and other types of discrimination. And consumers need to be allowed to assert their Seventh Amendment right when it comes to a dispute with a shop owner or shopkeeper.

The SPEAKER pro tempore. The time of the gentleman has expired.

Mr. NADLER. Madam Speaker, I yield the gentleman an additional 1 minute.

Mr. JOHNSON of Georgia. And so, what we have seen with the U.S. Supreme Court is they have allowed corporations to have rights under our Constitution. Nowhere in it is there a section for corporations.

Let's restore freedom to the people of this country as guaranteed by the Bill of Rights under the Constitution that we all live under. It is a constitutional right that, when there is a dispute, a party should be able to take that dispute to court and have a jury trial, and no forced contract should deprive that person of that constitutional right.

That is what the FAIR Act will do. It will render unenforceable, after the act is signed into law, unenforceable, any pre-dispute forced arbitration clauses in consumer agreements and in employment agreements, and also in civil rights cases, causes of action and also antitrust actions.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

The distinguished gentleman from Georgia suggests that this bill is about whether or not we are preserving the right to jury trial in the Constitution. But I submit, that is not really what is at stake.

The question is whether you resolve a dispute through arbitration or you go to the court system. If you go to the court system, there are innumerable paths within the court system that lead to not having your case decided by a jury.

In fact, only about 1 to 2 percent of cases end up proceeding to a determination by a jury. That means 99 or 98

out of 100 cases do not. They might be dismissed on a motion for summary judgment. They might be dismissed for failure to state a claim. There may be settlement processes that come to fruition during the course of the case.

But it is almost never true—think about that—that a case in court goes to a jury. So this notion that this bill, by eliminating the choice of arbitration, somehow preserves everybody's jury trial magically is a false choice.

And more to that point, the gentleman from Georgia, and also the chairman, in the inception, noted that we have just had a bill signing of a bill that excepts from enforceable arbitration agreements the category of sexual assault, sexual harassment. The majority of Republicans supported that.

The majority of Republicans will not support this bill because it represents the throwing out of the entire mechanism of arbitration, which has been, as I indicated, a feature of the legal landscape used with great utility and utilized throughout the last hundred years almost, since 1925.

Madam Speaker, I yield 3 minutes to the gentleman from Oregon (Mr. BENTZ).

Mr. BENTZ. Madam Speaker, I move to recommit H.R. 936 and have my amendment that strikes the retroactivity provision of this bill included in the RECORD.

It is wrong, clearly not right, for Congress to step in and retroactively invalidate parts of millions of existing contracts. The parties to those contracts, in good faith, relied on those parts of their contracts when they struck their bargain. But if this bill becomes law, it will rewrite millions of existing contracts, which will lead to waves of new litigation.

This litigation will place new costs on businesses, consumers, and employees, who will be forced to pay more for lawyers, hundreds of dollars per hour and may get stuck for years in long court battles instead of having available the solution of arbitration.

Applying new laws retroactively undermines the rule of law and upends the certainty that parties are trying to create when they negotiate and enter into a contract.

My motion would make this bill apply only to agreements entered into after this bill goes into effect. I offered this amendment at the markup in the Judiciary Committee, but the Democrats there rejected it.

I offered this amendment to the Rules Committee, but the Democrats there chose not to make it in order.

I offer this amendment for a third time here on the floor of this House because this matter is critically important. Retroactively voiding millions upon millions of existing contracts is truly bad policy.

By making this bill apply only to future contracts, we can avoid the inherent unfairness of having Congress directly interfere in millions upon millions of existing agreements. I urge my colleagues to support my motion to recommit.

Madam Speaker, if we adopt this motion to recommit, we will instruct the Committee on the Judiciary to consider again my amendment to H.R. 963 to ensure that the Democrats' attempt to eviscerate arbitration will not apply retroactively to the millions upon millions of contractual agreements already in place.

Madam Speaker, I ask unanimous consent to insert the text of this amendment in the RECORD immediately prior to the vote on the motion to recommit.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Oregon?

There was no objection.

Mr. NADLER. Madam Speaker, I yield myself such time as I may consume.

I just want to point out that this bill does not ban arbitration. If two parties have a dispute and prefer arbitration to going to court, they can have arbitration. This bill bans forced arbitration, meaning arbitration that is entered into contracts that people have no ability to change. That is why it says predispute arbitration agreements are struck by this bill, not post-dispute arbitration agreements.

So this bill does not eliminate arbitration agreements if they want to. It does eliminate forced arbitration agreements that the party, usually the employee or the consumer had no knowledge of probably and no ability to say no to. We used to call them contracts of adhesion, but we don't do that anymore.

Madam Speaker, I yield 3 minutes to the gentlewoman from Texas (Ms. JACKSON LEE), a member of the Judiciary Committee.

Ms. JACKSON LEE. Madam Speaker, I thank my friends and colleagues, Chairman JOHNSON and Chairman NADLER, for this long overdue legislation that we voted on last year; and, as well, to acknowledge the forced arbitration legislation that was signed by the White House dealing with sexual assault.

Now we have come full circle, so let me try to reinforce, because our friends on the other side of the aisle—and I call them friends—not only have it wrong, they have it upside down. It is completely misconstrued as to what this legislation does.

And if you go out on the street corner and talk to any American they will say, of course I want the FAIR Act, because forced arbitration says to them that, in essence, you are obligated, you are indentured to the contract that you signed to get a job, to buy a phone, to get that big TV, and that you are not able to pursue your due process rights.

Now, this is a constitutional issue. The Fifth Amendment completely indicates that you cannot be deprived of life, liberty, or property without due process of law, however you choose your due process of law.

We go on to the 14th Amendment; of course, part of the historic 13th, 14th and 15th Amendments, and it indicates that no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States under this Constitution, which includes the right to a trial by jury, nor shall any State deprive any person of life, liberty, or property without due process again; and that you would guarantee equal process and justice under the law.

So let me factually say, though the signing of any contract or document is voluntary, often large corporations make it impossible to use their product or be employed without agreeing to a contract with a forced arbitration, making signing of the contract or document anything but voluntary; and clearly, it has constitutional implications.

Something that should alarm all American consumers is that according to a study commissioned by University of California Davis Law Review, 81 companies in the Fortune 100, including subsidiaries or relating affiliates, have used arbitration agreements in connection with consumer transaction.

Now let me be very clear. When you have a dispute, we are perfectly happy for you, as the individual, part of the contract, to say to the corporation, I don't care about my rights. I am going to throw myself on the mercy of arbitration. And in doing so, you may subject yourself to a limited decision, as Brian Flores was finding out.

Madam Speaker, let me tell you that American economic supremacy does not stem from the contributions of modern-day oligarchs, billionaires, CEOs, or the wealthy. It comes from the middle class. It comes from those 60 million workers and countless others who put in an honest 8-hour day, five times a week, in the simple pursuit of trying to feed their families and take care of their communities.

The SPEAKER pro tempore. The time of the gentlewoman has expired.

Mr. NADLER. Madam Speaker, I yield the gentlewoman an additional 30 seconds.

Ms. JACKSON LEE. Madam Speaker, I thank the gentleman for his generosity.

I oppose the upcoming amendment that talks about not excluding unions. Unions have agreements between individuals. Unions have the power, through their persons they represent, to vote yea or nay for that contract. So if they vote yea or nay on that contract, their eyes open on the arbitration, it is the union that will be protecting that individual. They will not be in that process alone.

In the instance of an individual and the contracts that are signed, they will be alone. But they will not be alone if the FAIR Act is passed and the Constitution is upheld. That is why I support enthusiastically the FAIR Act and oppose the amendment to be forthcoming.

Pass the FAIR Act because justice and the Constitution requires it.

Madam Speaker, I rise in strong support of H.R. 963, ''The FAIR Act'' which prohibits a predispute arbitration agreement from being valid or enforceable in an employment, consumer, antitrust, or civil rights dispute.

Action on this legislation is long overdue considering the long history of the problems caused by forced arbitration. The FAIR Act was passed by the House in the 116th Congress, so I hope we can pass it again now and that the Senate will do the same this time so we can finally resolve this problem.

Forced arbitration is typically due to a clause in a contract that takes away employees' and consumers' rights to pursue litigation in the case their legal rights are violated. 60 million American employees and myriad consumers are unfairly, and usually unknowingly, subjected to its limitation of their legal rights.

Though the signing of any contract or document is voluntary, often large corporations make it impossible to use their product or be employed without agreeing to a contract with a forced arbitration clause, making signing of the contract or document anything but voluntary.

Something that should alarm all American consumers is that, according to a study commissioned by the University of California Davis Law Review, 81 companies in the Fortune 100, including subsidiaries or related affiliates, have used arbitration agreements in connection with consumer transactions.

The study also found that possibly two-thirds of American households are covered by consumer based forced arbitration agreements.

This means nearly 86 million American households have their Constitutional right of access to the judicial system restricted.

For American employees, the numbers are also staggering. Similarly, 60 million American employees are subject to forced arbitration agreements of which they are often unaware until a dispute arises for which they seek judicial redress.

The extensive reach of arbitration clauses is only increasing, with the Economic Policy Institute estimating 80 percent of private sector nonunion workers being subject to forced arbitration clauses by 2024.

Madam Speaker, American economic supremacy does not stem from the contributions of modern-day oligarchs, billionaires, CEOs, or the wealthy; it comes from the middle class. It comes from those 60 million workers and countless others who put in an honest 8-hour day 5 times a week in the simple pursuit of trying to feed their families and take care of their communities.

The fact that so many of these hard-working Americans are having their legal rights taken away without them knowing it is morally reprehensible and must be put to an end. The FAIR Act remedies that 1 problem.

In addition to being sound policy, the FAIR Act promotes racial equity in our rapidly diversifying country and workforce.

Another study from the EPI found 59.1 percent of African American workers (7.5 million workers) are subject to mandatory arbitration, as are female workers (at 57.6 percent).

Unfortunately, this is not surprising considering African Americans and women are two of the most historically discriminated against groups in the United States.

Forced arbitration continues the struggles of African Americans in the workplace, from slavery, sharecropping, and redlining to ongoing segregation, discrimination, racism, and voter suppression. As these statistics show, our struggle for equity in the workplace continues.

We are exhausted, yet we remain in the fight. We must continue to set right historical wrongs, and the FAIR Act provides us an avenue to do so.

Fairness in the workplace for women is also further remediated by this legislation. In this country, we have a disgraceful wage gap between men and women of 82 cents to the dollar, according to the latest Bureau of Labor Statistics figures.

As a Member of the Women's Caucus, I have been fighting for pay equity for American women since before I arrived here as a Representative in 1995, and I believe that equal pay for equal work is a simple matter of justice.

Wage disparities are not simply a result of women's education levels or life choices. In fact, the pay gap between college educated men and women starts as soon as they enter the workplace and expands shortly thereafter. Women can have the same background, work in the same field, and perform the same functional position, yet still be grossly underpaid. Disproportionately subjecting women to forced arbitration is yet another stain on this country's historical attitude towards women in the workforce.

I have consistently been a proud sponsor and cosponsor of legislation that expands legal rights, creates a more level playing field, and erodes long standing social disparities.

The FAIR Act achieves these goals, and I therefore urge my colleagues to support the FAIR Act.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

On the other side of the aisle, we hear repeated references to defending the Constitution and the American way. I would remind the Chamber that our economy, the American economy, is built on contracts; which contracts, under the rule of law, are not forced, but enforced when someone refuses to abide by his or her agreement. That is not forced. That is where a contract is enforced.

We, our courts, our judicial system, and, yes, arbitration is the means by which we call people to live by their bargains, and that has been the key to the most successful economy in the history of the world. It has certainly been the state of affairs, as I said, for almost 100 years.

Throwing that out, dispensing with a major component of that on the premise that you are pursuing the American system is contrary to fact. It is, as Democrats often seek to do, it is transformational. It seeks to transform America, not to reinforce and persist it.

Madam Speaker, I yield 3 minutes to the gentleman from California (Mr. MCCLINTOCK).

□ 1300

Mr. MCCLINTOCK. Madam Speaker, the gentleman is absolutely right. The bill purports to assert a very important constitutional right, the right to trial by jury in civil actions. But it does so by denying everyone a very important other constitutional right, the freedom of unimpaired contract, the right of two parties to agree to exchange goods and services according to their own best judgment.

Now, because of the excesses and expenses and uncertainties that have plagued our civil courts, many consumers and producers, and many employees and employers, find it advantageous to waive their right to civil jury trials in any disputes between them in favor of a simpler, cheaper, and faster arbitration.

Now, proponents tell us it is an uneven playing field, and this requirement is often imposed in nonnegotiable, take-it-or-leave-it propositions. This isn't exactly true. Every employee and every consumer, no matter how weak and vulnerable, has an absolute defense against a bad agreement. It is the word ''no.'' No, the pay isn't good enough. No, the price is too high. No, I don't like the binding arbitration clause or any other terms, and I am taking my business elsewhere.

Now, even when there aren't good alternatives, the fact is that every provision in a contract is a take-it-or-leave-it proposition if one side or the other insists on it. The question for each side is whether the totality of the contract is beneficial to them or not. It is every grownup's right to make that decision for themselves without somebody in government making it for them.

Remember, the so-called forced arbitration provision forces the company to accept arbitration as well. For example, I am not a lawyer. I can't afford to hire one to take a big company to court. For me, binding arbitration helps level the playing field by providing me with an inexpensive alternative that the company must abide by. This bill takes that protection away from me.

According to the U.S. Chamber of Commerce, through arbitration, employees prevail three times more often, recover twice as much money, and resolve their claims more quickly than they could through litigation. And in most cases, the employer pays the entire cost of arbitration.

According to one study, in claims between $10,000 and $75,000, the consumer claimant was charged an average of $219. Now, you compare that to the cost of hiring an attorney and taking on an entire corporate legal department.

The net result of this bill will be higher prices for products and lower wages for workers as companies factor the high cost of litigation into their business models.

Madam Speaker, that is not fair.

Mr. NADLER. Madam Speaker, I reserve the balance of my time.

Mr. BISHOP of North Carolina. Madam Speaker, I thank the gentleman from California for his remarks.

It causes me to remark, as the gentleman from Tennessee said a moment ago, that it is Democrats who look out for the interests of the little guy and look out for the interests of the people. I wonder why it is that looking out for the interests of the people invariably involves restricting their freedom in some way. What a remarkable notion.

Madam Speaker, I reserve the balance of my time.

Mr. NADLER. Madam Speaker, I yield 3 minutes to the distinguished gentlewoman from Washington (Ms. JAYAPAL), a member of the Committee on the Judiciary.

Ms. JAYAPAL. Madam Speaker, I thank the chairman for yielding.

Madam Speaker, I rise in strong support of the Forced Arbitration Injustice Repeal Act.

Forced arbitration deprives workers of the choice to have their day in court. When companies impose forced arbitration clauses, they choose every aspect of the process. They choose the mediator; they choose the location; and they choose the terms of the relief.

This is a lose-lose scenario, and it disproportionately harms workers, particularly women and communities of color, but it imposes enormous consequences for everyone.

You sign a contract for car repair, for car rental, for any consumer transaction, and when you need that car rental, hidden in those contracts is a prohibition from you taking any claim to court. No choice, no notion, even, for the majority of people that this fundamental right to that choice to sue an unscrupulous corporation is being taken away from you when you sign that contract.

Madam Speaker, I think of this bill as a bill for the little guy or the little woman. Women and people of color forced into arbitration face mostly White male arbitrators in environments that heavily favor corporate interests.

When musician Jay-Z entered arbitration without a single Black arbitrator in the room, he asked for ''neutrals of color.'' But only three suggested alternatives were Black, one of whom was a partner at the law firm representing the opposing party.

Eliminating forced arbitration would open the courthouse doors for women, for workers of color, for poor folks across this country, advancing social equity and aiding the fight against discrimination. But it is also the right thing for every single consumer to be able to pursue this right to a day in court.

Just last week, President Biden signed into law my bill with Representative CHERI BUSTOS to ban forced arbitration in cases of sexual harassment and sexual assault. That will protect the right of 60 million workers to a fair day in court. And that is just the people who are subject to employment contracts.

On top of that, it will apply, and it will apply retroactively, to all the contracts around sexual assault and sexual harassment. That is huge progress.

What is good enough in cases of sexual assault and sexual harassment—and that bill passed in a bipartisan and bicameral way—is good enough for all workers.

It is time to take the next step by passing this bill to extend these protections to a fair day in court across the board.

Again, we emphasize that if somebody wants arbitration, it doesn't stop that route, but it does say you can't be forced only into this and into denying your day in court.

Now, let's also be clear that the FAIR Act is carefully crafted to protect unions. It preserves essential union bargaining power while creating freedoms for nonunionized workers. My colleagues on the other side of the aisle have introduced an amendment that would undermine that power. This cannot happen. We cannot allow our Republican colleagues to undermine unions and the foundation of our middle class.

Madam Speaker, I urge my colleagues to pass the FAIR Act, and I thank Congressman HANK JOHNSON for his leadership.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, one of the things that we have heard repeated a number of times, as the gentleman from Rhode Island suggested and the gentlewoman from Washington just said, is that if you go to arbitration, the company picks the arbitrators, and that is it. That is not, in fact, correct.

Courts police the fundamental fairness of the arbitration process. If there is a process that is fundamentally unfair, the courts will modify it until it is fair. So, that is a misconception.

Furthermore, it has also been suggested that it is by the whim of the arbitrator what the result is. That is exactly what Mr. CICILLINE, I believe, said. That also is erroneous.

If an arbitrator writes a decision that manifests a disregard of the governing law, like the soldier who had been in arbitration for 8 years that he suggested, the courts will vacate, strike down, that arbitration award.

It is important to know those premises before you decide what to do on this bill.

Madam Speaker, I yield 2 minutes to the gentleman from Wisconsin (Mr. FITZGERALD).

Mr. FITZGERALD. Madam Speaker, I rise in opposition to H.R. 963.

H.R. 963 undermines freedom of contract as well as consumer choice by banning informed, consenting adults from freely entering into contracts to arbitrate disputes.

Arbitration generally works well and is a fair and effective way to resolve disputes. While civil litigation can be long, complex, and costly, arbitration provides a cheaper and efficient process to resolve disputes in a timely manner.

Banning predispute arbitration agreements would mean Americans spend more time in court with no guarantee of better outcomes. Banning arbitration agreements during a time of significant inflation and in the middle of a supply chain crisis will effectively lower Americans' income.

While larger companies may be able to deal with the expense of a slew of new lawsuits, this change will cause harm to smaller businesses that may not survive lengthy and costly litigation battles.

Because postdispute arbitrations are rare, banning arbitration agreements will flood the court system. For one thing, some claims that are addressed through arbitration now may be individualized, making them unsuitable for class treatment.

Even where claims can't be combined, a plaintiff may still be worse off as a class member than he would be with the claim in arbitration. This is because the benefits of arbitration, particularly lower litigation costs, coincide with lower revenue for others, such as trial lawyers.

Banning certain predispute arbitration clauses and similar policy will benefit trial lawyers, not necessarily consumers.

Madam Speaker, I urge my colleagues to oppose this legislation.

Mr. NADLER. Madam Speaker, I yield 4 minutes to the gentlewoman from Pennsylvania (Ms. WILD).

Ms. WILD. Madam Speaker, I thank the chairman for yielding.

Madam Speaker, I rise as someone who in my past life defended corporations and entities that often had mandatory arbitration clauses in their contracts. As such, I am uniquely qualified to address the myths that have been perpetuated about the FAIR Act. By the way, ''myths'' is a polite term for ''lies.''

One has to consider that if we believe these claims that forced arbitration is cheaper, fairer, and faster, then surely workers and consumers would voluntarily choose it. So, there is no harm in restoring Americans' freedom to choose for themselves how to seek justice.

First myth: The FAIR Act eliminates arbitration entirely, and no one will choose arbitration if it is voluntary.

Fact: The FAIR Act doesn't eliminate arbitration, as has been said over and over here today. It just prohibits forced arbitration and allows both parties to choose arbitration voluntarily after a worker's rights or a consumer's rights have been violated.

If forced arbitration were instead voluntary, the private market would incentivize arbitration providers to treat both parties fairly and equally so that both parties would choose that process because they would feel like they are getting an equal opportunity at justice.

Second myth: Consumers and workers are more likely to win and get higher awards in forced arbitration than in court.

Fact: This is a lie. That is the result of a misleading study, which deliberately cherry-picked data by excluding all results for the most common way consumers and workers file their cases in State courts and through class actions.

The Chamber of Commerce only examined outcomes of individual cases filed in Federal court because it knows that very few consumer and worker cases are filed in Federal court. Americans are, in fact, more likely to be struck by lightning than they are to win a monetary award in a forced arbitration.

A study based on self-reported data from two of the leading private arbitration providers revealed that, on average, only approximately 382 consumers won a monetary award each year, less than the number of people struck by lightning every year in the United States. While an estimated 60 million workers are subject to forced arbitration clauses, only 82 prevailed in employment forced arbitration claims in 2020.

Third myth: Forced arbitration is faster and, as we have heard from some people across the aisle, cheaper than litigation.

Another completely false claim is based on faulty data from a forced arbitration database, which systematically deleted older cases, completely skewing the average length of a case in forced arbitration—simple data manipulation.

The idea that arbitration would provide consumers a cheaper way to litigate their claims, perhaps suggesting that they would do that without a lawyer, no major company will ever go to arbitration without their highly paid company lawyers. And every individual, whether they are in court or in arbitration, would need representation against a corporation regardless of the forum that they are in.

Fourth myth: The court system is overbooked, so forced arbitration provides more flexibility for scheduling.

While more powerful defendants have an incentive to drag out resolution of a case, that incentive exists whether they are in court or arbitration.

□ 1315

It is in the best interest of the individual who is filing the claim to seek the fastest possible resolution for his or her claim, and that would be done regardless of which they choose.

By the way, corporations often choose courts over arbitration to resolve disputes that they initiate, showing that they do so when it benefits them.

The SPEAKER pro tempore. The time of the gentlewoman has expired.

Mr. NADLER. Madam Speaker, I yield an additional 1 minute to the gentlewoman from Pennsylvania.

Ms. WILD. Madam Speaker, myth number 5, the FAIR Act violates the freedom to contract. This is my favorite one. Whose freedom? That of corporations or Americans? There was a comment that we are in the most successful economy in the history of the world, but for whom? Not necessarily for consumers or workers.

Don't Americans have the right to participate in the economy without being forced to forego the rights and protections that are afforded to them under the law? The United States Constitution's Seventh Amendment guarantees the right to trial by jury for every American.

What if corporations inserted provisions into their contracts forcing Americans to give up their First or Second Amendment rights to get or keep a job? Would we still be talking about the freedom to contract?

Finally, the last myth. The FAIR Act is retroactive. It is not retroactive. It only applies to cases filed on or after the date of enactment. We need a level playing field between corporations and industries and the people who find themselves aggrieved by them. The arbitration process—make no mistake about it—is a private process. People bringing their claims need to be able to fairly evaluate the best forum for that claim to be adjudicated.

Mr. BISHOP of North Carolina. Madam Speaker, I reserve the balance of my time.

Mr. NADLER. Madam Speaker, I yield 2 minutes to the gentlewoman from Illinois (Ms. SCHAKOWSKY).

Ms. SCHAKOWSKY. Madam Speaker, I rise today in very strong support of ending the use of forced arbitration and to restore the right of millions of Americans to their day in court. I think my colleagues have done a really good job on this side of the aisle in explaining why this is so important for basic rights of all Americans.

Madam Speaker, I want to tell you a couple things that have happened in Illinois. I deal a lot with older Americans in my district—as I am sure many of you hear from senior citizens—and I have heard these really horrific stories from families who discover that in nursing homes that their loved ones have been neglected or abused or even worse.

These families want to do something about it. They want to hold these nursing homes accountable, and then they find out that they have quite inadvertently, quite unknowingly have signed a forced arbitration agreement.

Picture these moments. These are people who are often in very emotional situations. They are bringing their loved ones to a nursing home. This is never an easy situation. The last thing they are thinking about, among all the paperwork that is put before them, that they have signed away their rights. And then they find out that something has happened to their loved one in a nursing home and they are left without the recourse that they need.

We have too often seen corporations who are virtually immune from the kind of accountability that they should be held to. I think the time is up right now. If it is good enough for sexual harassment and abuse, it is certainly good enough for people in nursing homes that have been abused and that their families have their day in court.

Madam Speaker, I support the FAIR Act.

Mr. NADLER. Madam Speaker, I yield back the balance of my time.

Mr. BISHOP of North Carolina. Madam Speaker, I yield myself the balance of my time.

Madam Speaker, I was intrigued by the situation we just had on the floor, the gentlewoman from Pennsylvania, I think she said she represented big corporations. Yet, she spoke to the fundamental unfairness of arbitration. It is ironic perhaps.

I spent almost 30 years—29 years in the practice of law as a litigator representing people in court and in arbitration equally. I represented plaintiffs and defendants both, frequently individuals, often businesses, always small to medium-sized businesses, and occasionally a local government or two, never a big company.

I have had clients who didn't want to have arbitration agreements enforced and sometimes I could defeat them or have them modified or change the results of them because the arbitrator had manifested disregard for the law. Sometimes I had clients who wanted to enforce those agreements. It depends on the circumstances.

But I can tell you it is not a tool that is uniformly bad. Although I have voted for accepting enforceable arbitration agreements, arbitration clauses involving sexual harassment and sexual assault cases, I don't believe that throwing the baby out with the bath water is a good idea. It is a terrible idea.

Let me let America in on the inside scoop. Here is what this is about. For the past, roughly, decade there have been a series of cases in the United States Supreme Court in which, through various efforts and methods, plaintiffs' class action lawyers, lawyers for big class litigation where they make millions and millions in fees, have tried various approaches to get the United States Supreme Court to allow class actions to be pursued through arbitration, and they have failed. That is why this bill is here.

The bill is to reverse the result of that decade of litigation in the Supreme Court in order for class action lawyers to be able to have a field day and to make a lot of money. This bill protects and seeks the fortune of plaintiffs' class action lawyers, and of course, it protects the patronage of big unions both at the same time. That is what the bill is about.

Madam Speaker, for that reason, I urge my colleagues to oppose this bill, and I yield back the balance of my time.

Ms. ESHOO. Madam Speaker, in today's economy, signing up for digital services often requires us to agree to lengthy terms and conditions that many users likely ignore and then

unknowingly sign away certain rights such as filing a lawsuit or joining a class action. The Forced Arbitration Injustice Repeal (FAIR) Act addresses this rampant abuse of our legal system by banning mandatory pre-dispute arbitration clauses in employment, consumer, and civil rights cases.

These forced arbitration clauses are increasingly found in consumer contracts, requiring users to waive their right to sue in a court of law and instead resolve any disputes through arbitration. Because arbitration is secretive, lacks important due process protections, and produces decisions that cannot be appealed, it too often shields bad actors from accountability and prevents consumers from enforcing their rights in our justice system.

Many consumer contracts that include forced arbitration clauses empower companies to collect unseemly amounts of data from their users and abuse that data for profit. The problem is acute in highly concentrated industries where corporations wield significant market power because consumers often have little or no alternative to these anti-consumers contracts. This model of what's been labeled "surveillance capitalism" is bolstered by forced arbitration clauses that ensure the most egregious abuses of consumer data cannot be challenged in court. My legislation to protect consumer privacy, the Online Privacy Act, bars the use of forced arbitration clauses in user agreements about privacy for this reason.

No one should be required to sign away their right to access our justice system when they sign up for a credit card, cell phone plan, or social media account. The FAIR Act is critical legislation to protect the rights of consumers, particularly regarding online privacy. I'm proud to be a cosponsor of this important legislation, and I urge my colleagues to vote for it.

The SPEAKER pro tempore. All time for debate on the bill has expired.

AMENDMENT NO. 1 OFFERED BY MR. FITZGERALD

The SPEAKER pro tempore. It is now in order to consider amendment No. 1 printed in House Report 117–273.

Mr. FITZGERALD. Madam Speaker, I have an amendment at the desk.

The SPEAKER pro tempore. The Clerk will designate the amendment.

The text of the amendment is as follows:

Page 6, strike lines 16 through 25.

The SPEAKER pro tempore. Pursuant to House Resolution 979, the gentleman from Wisconsin (Mr. FITZGERALD) and a Member opposed each will control 5 minutes.

The Chair recognizes the gentleman from Wisconsin.

Mr. FITZGERALD. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, instead of setting one standard and having everyone play by the same rules, the Democrats have singled out the unions for favorable treatment.

This legislation bans predispute arbitration for nonunion employees while preserving these benefits for union employees. This discrepancy makes no sense and, unfortunately, smacks of political favoritism.

Arbitration offers a faster and cheaper path to resolution of a dispute. Taking this path away from nonunion employees leaves these workers to the mercy of—like we said earlier—the high-priced trial lawyers, while union workers maintain the benefit of arbitration.

My amendment would remove this carve-out for union employees and restore parity between union and nonunion workers.

My colleagues on the other side of the aisle already shut down my amendment to limit attorneys' fees to a reasonable amount so that consumers are protected. I am disappointed by that. They also rejected my amendment to reduce the cost of this bill by exempting contracts for critical supplies that have been affected by the Biden administration's supply chain crisis.

Madam Speaker, I urge all my colleagues to support this commonsense amendment to protect workers, and I reserve the balance of my time.

Mr. NADLER. Madam Speaker, I claim the time in opposition to the amendment.

The SPEAKER pro tempore. The gentleman from New York is recognized for 5 minutes.

Mr. NADLER. Madam Speaker, I yield myself such time as I may consume.

Madam Speaker, I rise in strong opposition to this amendment, which would significantly weaken this legislation and damage the collective bargaining process for tens of millions of working Americans.

We have said it over and over again today—this bill is not designed to eliminate arbitration. While my Republican colleagues would like you to believe that the FAIR Act will end arbitration entirely, that is simply not true.

The FAIR Act would put an end to forced arbitration—arbitration that is not willingly agreed to by both sides, which is a predatory one-sided practice created by and for huge corporations to allow them to get away with abusive conduct. It is a system that can exist only when these companies can take advantage of a stark power imbalance between themselves and workers, consumers, and small businesses.

Labor unions correct that power imbalance. The collective bargaining process provides real protections that are unavailable to nonunion workers by forcing big businesses to compromise with skilled negotiators focused on improving terms for their workers.

Collective bargaining guarantees other important protections in the arbitration process, such as truly neutral arbitrators, better procedures, transparent decisionmaking, and the option to appeal decisions. It creates a system that can actually resolve disputes quickly, efficiently—and most important—fairly for all parties involved.

That is not forced arbitration precisely because it is truly voluntary. Arbitration only works when two parties of equal bargaining power can negotiate terms that work for everyone involved, which is exactly what happens when a labor union and a corporation establish a collective bargaining agreement.

That is completely different than forced arbitration of nonunion employment disputes where an employee is forced to accept an arbitration clause that is buried deep inside the fine print of a stack of confusing paperwork on a take-it-or-leave-it basis that they must sign to get a job.

The big corporations love this system because it forces their workers, it forces employees, it forces the purchasers of products to go to forced arbitration, and that is an inherently skewed process. That is why the employee loses 98 percent of the forced arbitrations. The employer wins 98 percent of the forced arbitrations. That is not a fair process.

Moreover, as my colleague, Congressman PERLMUTTER, made clear during the Rules Committee meeting on this bill, nothing in the FAIR Act prevents individual workers from deciding to vindicate their rights before a jury.

As the plain language of the bill states, no collectively bargained arbitration provision ''shall have the effect of waiving the right of a worker to seek judicial enforcement of a right arising under a provision of the Constitution of the United States, a State constitution, or a Federal or State statute, or public policy arising therefrom.''

In other words, this amendment is a solution in search of a problem that could upend the rights of millions of workers today. Madam Speaker, I urge my colleagues to oppose this amendment, to vote for the bill, and I reserve the balance of my time.

Mr. FITZGERALD. Madam Speaker, I inform the gentleman from New York that we have no further speakers, and I reserve the balance of my time.

Mr. NADLER. Madam Speaker, I yield 1 minute to the distinguished gentlewoman from Texas (Mrs. FLETCHER).

Mrs. FLETCHER. Madam Speaker, I rise today in support of the FAIR Act. I have heard some of the debate in this Chamber today, and as a litigator, I disagree.

The FAIR Act is about restoring justice for the American people. It is for consumers, it for workers, it is for small business people, it is for people whose civil rights have been violated, it is for millions of Americans who are denied their right to seek justice and accountability because of forced arbitration.

There is certainly a role for arbitration of disputes and other forms of alternative dispute resolution in our system of justice. I know this from my own experience representing individuals and organizations in the courts and before arbitrators.

The FAIR Act is important because it recognizes the role arbitration can play in resolving disputes between willing parties while it recognizes the fundamental rights of the people who have

been subjected to arbitration agreements without their true consent.

The FAIR Act protects the freedom to contract, the freedom of choice, and the freedom granted in our Constitution, including the Seventh Amendment.

Madam Speaker, for these reasons, I urge my colleagues to vote ''yes.''

□ 1330

Mr. NADLER. Madam Speaker, I reserve the balance of my time, and I am prepared to close.

Mr. FITZGERALD. Madam Speaker, I would simply urge my colleagues to support this amendment, and I yield back the balance of my time.

Mr. NADLER. Madam Speaker, I yield myself the balance of my time.

Madam Speaker, there are over 60 million workers—a majority of nonunion private-sector employees—who are subject to forced arbitration clauses. According to the Economic Policy Institute, that number will be over 80 million by 2024. Those employees are told that if they want to get a job or keep their current job they must sign away their right to their day in court and submit to a forced arbitration agreement. In most cases they do not have a choice.

When these workers seek to hold their employers to account for wage theft, civil rights abuses, or racial discrimination, they are shoved into a secretive arbitration process designed by corporations with almost unlimited resources, and they lose 98 percent of the time. That is what the FAIR Act will fix. This legislation will restore these workers' access to our justice system and guarantee their constitutional rights by ending forced arbitration.

This amendment would do nothing to protect workers while undermining this important legislation.

Madam Speaker, I urge my colleagues to oppose this unnecessary and harmful amendment, and I yield back the balance of my time.

The SPEAKER pro tempore. Pursuant to the rule, the previous question is ordered on the bill and on the amendment offered by the gentleman from Wisconsin (Mr. FITZGERALD).

The question is on the amendment.

The question was taken; and the Speaker pro tempore announced that the noes appeared to have it.

Mr. FITZGERALD. Madam Speaker, on that I demand the yeas and nays.

The SPEAKER pro tempore. Pursuant to section 3(s) of House Resolution 8, the yeas and nays are ordered.

Pursuant to clause 8 of rule XX, further proceedings on this question are postponed.

Pursuant to clause 1(c) of rule XIX, further consideration of H.R. 963 is postponed.

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore. Pursuant to clause 8 of rule XX, the Chair will postpone further proceedings today on motions to suspend the rules on which the yeas and nays are ordered.

The House will resume proceedings on postponed questions at a later time.

EXPRESSING THE HOPE FOR JUSTICE FOR THE VICTIMS OF BLOODY SUNDAY

Mr. KEATING. Madam Speaker, I move to suspend the rules and agree to the resolution (H. Res. 888) expressing the hope for justice for the victims of Bloody Sunday, one of the most tragic of days during the Troubles, on its 50th anniversary as well as acknowledging the progress made in fostering peace in Northern Ireland and on the island of Ireland in recent decades, as amended.

The Clerk read the title of the resolution.

The text of the resolution is as follows:

H. RES. 888

Whereas on January 30, 1972, 26 unarmed civilians were shot by British soldiers during a protest that began peacefully in Derry, resulting in the death of 14 individuals in a massacre now known as Bloody Sunday;

Whereas as a result of the soldiers' unjustifiable use of force, the individuals known as John ''Jackie'' Duddy, Patrick ''Paddy'' Doherty, Bernard ''Barney'' McGuigan, Hugh Gilmour, Kevin McElhinney, Michael Kelly, John Young, William Nash, Michael McDaid, James Wray, Gerald Donaghy, Gerard McKinney, William McKinney, and John Johnston tragically lost their lives;

Whereas Bloody Sunday was one of the most significant and deadly injustices to take place during the Troubles, and exacerbated the conflict in Northern Ireland;

Whereas none of those shot by British Army soldiers posed a threat of causing death or serious injury, or were doing anything else that could justify their shooting;

Whereas the families of the victims of Bloody Sunday were denied for decades an honest and comprehensive assessment of the events that took place on Bloody Sunday;

Whereas in 1998, after campaigns from the families of those injured and killed on Bloody Sunday, a second inquiry was established by the Government of the United Kingdom;

Whereas this second Bloody Sunday Inquiry found that the shootings that took place on Bloody Sunday were the result of wrongful actions taken by British soldiers;

Whereas on June 15, 2010, then-Prime Minister David Cameron while addressing the House of Commons apologized on behalf of the Government of the United Kingdom saying that the events that took place on Bloody Sunday were ''unjustified'', ''unjustifiable'', and ''wrong'';

Whereas despite these findings and acknowledgment made by the Government of the United Kingdom, none of the individuals involved in the unlawful use of force that led to the murder of 14 innocent civilians on Bloody Sunday have been held accountable;

Whereas the lack of accountability and justice provided to those who perished from the unlawful use of force on Bloody Sunday both erodes trust and is dangerous;

Whereas accountability and justice for the victims of Bloody Sunday, along with all victims of the Troubles, would represent a step towards addressing Northern Ireland's legacy of violence and promote reconciliation;

Whereas an environment which fosters accountability and justice for the events of the Troubles must be established by the Government of the United Kingdom and maintained;

Whereas the full implementation of the Good Friday Agreement with a devolved government in Northern Ireland as well as healthy ''north-south'' and ''east-west'' relations provides appropriate, useful, and productive avenues for discussion and negotiation to prevent violence, uphold peace, maintain stability, and promote the interests of all parties and communities involved;

Whereas the avoidance of a hard border on the island of Ireland is essential for maintaining the peace resulting from the Good Friday Agreement;

Whereas the full implementation of the Northern Ireland Protocol as agreed upon as part of the United Kingdom's withdrawal from the European Union will assist in preserving peace and stability on the island of Ireland;

Whereas while progress has been made in fostering peace in Northern Ireland and on the island of Ireland in recent decades, it is in the interest of all parties to foster intercommunity discussions and relations as well as integration in civil and societal structures to promote communication and mutual understanding; and

Whereas on January 30, 2022, peace activists, concerned individuals, and the descendants of those lost to this violence gathered in Derry to mourn, to stand in solidarity with victims' families in their search for justice, and re-commit themselves to the peace process established by the Good Friday Agreement: Now, therefore, be it

Resolved, That the House of Representatives—

(1) condemns the violence and killing of 14 individuals on Bloody Sunday 50 years ago and supports justice for the victims and their families;

(2) calls on all parties to take meaningful steps toward peace and reconciliation and to ensure justice for victims of the Bloody Sunday massacre as well as all those affected by the Troubles by supporting dialogue and negotiation between all parties;

(3) urges the full implementation of the Good Friday Agreement to ensure peace and stability on the island of Ireland;

(4) recognizes the findings of the Bloody Sunday Inquiry, also known as the Saville Inquiry, and calls upon the Government of the United Kingdom to support prosecutions of individuals who committed unjustifiable crimes on Bloody Sunday based on the evidence collected;

(5) opposes any proposal by the Government of the United Kingdom to implement amnesty or statute of limitation laws that would end or inhibit investigations and prosecutions of crimes committed during the Troubles, including on Bloody Sunday;

(6) calls upon the involved parties to facilitate the implementation of the Northern Ireland Protocol in the interest of maintaining peace and stability on the island of Ireland;

(7) urges the European Union, including the Republic of Ireland, and the United Kingdom to act in good faith with regard to negotiations around Brexit and implementation of the Northern Ireland Protocol;

(8) calls on the people of Northern Ireland to foster further integration across communities and break down cultural, religious, and societal barriers that remain;

(9) supports the devolved government of Northern Ireland and recognizes the devolved government as a successful outcome and tenet of the Good Friday Agreement; and

(10) supports the continued strong governmental, societal, and cultural relationships between the peoples of the United States, the United Kingdom, and the Republic of Ireland.